

X(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Title	GS Grade	Title	GS Grade
ACCOUNTING CLERK I	GS-2	GENERAL CLERK II	GS-2
ACCOUNTING CLERK II	GS-3	GENERAL CLERK III	GS-3
ACCOUNTING CLERK III	GS-4	PERSONNEL ASSISTANT I	GS-3
ADMINISTRATIVE ASSISTANT	GS-8	PERSONNEL ASSISTANT II	GS-4
COMPUTER BASED TRAINING (CBT) SPECIALIST/INSTRUCTOR	GS-11	PERSONNEL ASSISTANT III	GS-5
COMPUTER SYSTEMS ANALYST I	GS-9	SECRETARY I	GS-4
COMPUTER SYSTEMS ANALYST II	GS-11	SECRETARY II	GS-5
COMPUTER SYSTEMS ANALYST III	GS-12	SECRETARY III	GS-6
GENERAL CLERK I	GS-1		

[X](3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[ ](4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[ ](5) 52.237-11, Accepting and Dispensing of \$1 Coin (AUG 2007)(31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after

any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

## SECTION 5 - ADDENDUM TO 52.212-1, INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS

### 5.1 52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS. (SEP 2006)

#### 5.2 PROPOSAL INSTRUCTIONS

##### 5.2.1 PROPOSAL PREPARATION

Proposals shall be submitted in three volumes within the established page limitations as detailed in 5.2.2. Volumes shall be separately bound in appropriately sized 3-ring binders that permit the volume to lie flat when open. Staples shall not be used. A cover sheet shall be included on each binder, clearly marked with date of offer, volume number, title, copy number, RFP identification and the offeror's name. The same identifying data shall be placed on the spine of each binder. Information shall not be incorporated by reference. A table of contents shall be provided with each volume for ready reference to sections, tables, and figures. All pages in each volume shall be numbered sequentially. Offerors shall tab each subsection within each volume for ease of reference.

(End of provision)

##### 5.2.2 NFS 1852.215-81 PROPOSAL PAGE LIMITATIONS (FEB 1998)

(a) The following page limitations are established for each portion of the proposal submitted in response to this solicitation.

Proposal Section	Page Limit
Volume I- Technical Capability	
Staffing Plan	10
Incumbent Capture Plan	5
Management Proposal	15
OCI Mitigation Plan	10
Phase-in Plan	5
Volume II- Price	None
Volume III- Past Performance	10
Volume IV- Model Contract [signed 1449 and completed model contract (Sections 1 -4 and Section 6)].	None

(b) A page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type. Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used. These limitations do not apply to Attachment 2, Labor IGE and Cost Templates.

(c) Title pages and tables of contents are excluded from the page counts specified in paragraph (a) of this provision. In addition, the Price section of your proposal is not page limited. However, this section is to be strictly limited to price information. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and counted against that section's page limitation.

(d) If final revisions are requested, separate page limitations will be specified in the Government's request for that submission.

their ability to understand and perform the work under the contemplated contract. Proposals shall be specific, detailed, and comprehensive enough to clearly and fully demonstrate your understanding of the requirements and the inherent risks associated with the objectives of this procurement. Proposals will be evaluated on the completeness and quality of the information provided to demonstrate the offeror's qualifications in terms of experience, capability, and proposed approaches to meet all of the requirements of the statement of work (SOW). It will be the responsibility of each offeror to demonstrate not only the overall quality of their proposed methodologies to perform all of the required tasks, but also how their experience matches the SOW's performance requirements.

In the event that other organizations are proposed as being involved in conducting this work, their relationships during the effort shall be explained and their proposed contributions to the work shall be identified and integrated into each part of the proposal, as appropriate.

### **5.3.1 VOLUME I – TECHNICAL CAPABILITY**

The Technical Capability shall be submitted in one volume and shall be divided into the following major sections:

- A. Staffing Plan
- B. Incumbent Capture Plan
- C. Management Proposal
- D. OCI Mitigation Plan
- E. Phase-in Plan

#### **A. STAFFING PLAN**

The offeror shall propose a staffing plan to accomplish the work described in Attachment 4. The staffing plan shall include the proposed skill mix and proposed hours. To assist offerors in understanding the size of this effort, the Government's estimates for each contract year are provided in Attachment 2 "Labor Independent Government Estimate (IGE)". These estimates represent the Government's approximation of the staffing levels needed for accomplishing the work described in Attachment 4. The proposed staffing plan shall be provided using the same format as Attachment 2, Work Year Equivalents sheet only.

For those positions in your staffing plan that will be filled by a specific person you have identified and who has committed to work on the proposed contract, that person should be identified and a resume included as an attachment to Volume I. (Resumes shall be limited to one page and will not be counted as part of the Staffing Plan page limitation.)

#### **B. INCUMBENT CAPTURE PLAN**

The offeror shall indicate the planned incumbent capture rate (if any) as a percentage of the total workforce, the basis of this rate and the methods proposed to recruit and hire incumbents. The offeror shall also describe the plan to recruit the remainder of the required workforce, and identify, as a percentage of the total workforce, the degree to which initial staffing will be obtained from (including both offeror and subcontractors) outside recruitment (other than incumbent workforce), and internal labor resource (corporate or company wide other than incumbent workforce).